

Sr. No.		Description	Tender Page No.	Clause/ Para/ Section	Amendment/Addition/Modification/Deletion	Remarks
		Vol I of II	COMMERCIAL			
1		Vol I of II	100050	SCC	Modification Please read the revised Page No 100050 as attached herewith	
2		Vol I of II	100053	SCC Clause No 12.1	Modification Please read the clause as follows: " The Contract Price shall include the custom duties i.e. Basic Custom Duties, stevedoring, CVD, additional CVD & SAD for all materials and consumables envisaged to be supplied by foreign supplier. It shall be noted that custom duty shall be paid by the Bidder to custom department and will be reimbursed by BGL on submission of documentary evidence. All other work related to custom/ port clearance including stevedoring, handling, unloading, loading, storage, port handling, inland transportation upto project site and receipt of materials at site etc. and cost thereof shall be included in the contract price. The contractor shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard. However, the Owner shall pay statutory variation in custom duty after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account."	
3		Vol I of II	100097 & 100099	SOR Supply & sERVICE- Foreign Bidder	Modification Revised SOR Supply & Service- For Foreign Bidder is attached herewith. Foreign bidders to submit prices in Revised SOR only.	

**TRACTEBEL Engineering**  
**GDF SVEZ**

**CORRIGENDUM # 1**  
**SUPPLY OF CNG COMPRESSOR PACKAGE**  
**TENDER DOCUMENT NO. P.002062 G09 5005**

Date: 29.12.2011

Project: CNG & CITY GAS  
DISTRIBUTION PROJECT IN  
HYDERABAD PHASE II

Owner: BHAGYANAGAR GAS LTD (BGL)

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TRACTEBEL Engineering GDF SUEZ		CORRIGENDUM # 1 SUPPLY OF CNG COMPRESSOR PACKAGE TENDER DOCUMENT NO. P.002062 G09 5005			Date: 29.12.2011
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					Owner: BHAGYANAGAR GAS LTD (BGL)
Sr. No.	Description	Tender Page No.	Clause/ Para/ Section	Amendment/Addition/Modification/Deletion	Remarks
4	Vol I of II	100019	ITB- Clause No 11.15.5	Modification Please read the revised Clause as follows : " Foreign bidders have an option to quote prices in foreign currency or in Indian currency.  In case foreign bidder is quoting in Indian Currency, then applicability of Service Tax will be governed by Clause no 9.3 of Special Conditions of Contract ( SCC).  In case foreign bidder is quoting in foreign currency then they need not quote Service Tax and BGL will be liable to deposit the same to Government authorities. However for evaluation purpose their prices will be loaded at prevailing rate of Service Tax ( present rate is 10.3%)"	
5	Vol I of II	100027	ITB- Clause No 30.5	Addition For foreign bidders who are not having Indian Associate, supply portion of SOR will be loaded with applicable Service Tax ( present rate @ 10.3%) as per Revised SOR of Foreign Bidder - Supply portion Column No 5	
6	Vol I of II	100083	Forms & Formats Form F-13 PROFORMA FOR DETAILS OF INDIAN AGENT	Modification Please read point no 5 as follows :- " Please indicate Permanent Income Tax Account number of Agent/Consultant/Representative in India along with a copy of PAN Number for the same"	
7	Vol I of II	100083	Forms & Formats Form F-13 PROFORMA FOR DETAILS OF INDIAN AGENT	Addition Please indicate Service Tax Number of Agent/Consultant/Representative in India along with a copy of Service Tax Registration for the same	
8	Vol I of II	100023	ITB Clause No 19.1.1	Addition Point no xxv. Is added as follows: Memorandum of Understanding between Manufacturer and his Indian Agent/Consultant/Representative in India for the complete period of Contract is to be submitted by the Bidder if applicable for Foreign Bidders.	
Vol II of II		TECHNICAL			

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<b>TRACTEBEL Engineering</b> <b>GDF SUEZ</b>		<b>CORRIGENDUM # 1</b> <b>SUPPLY OF CNG COMPRESSOR PACKAGE</b> <b>TENDER DOCUMENT NO. P.002062 G09 5005</b>			Date: 29.12.2011	
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Sr. No.	Description	Tender Page No.	Clause/ Para/ Section	Amendment/Addition/Modification/Deletion		Remarks
9	Vol II of II	200124	PTS-GAS ENGINE DRIVEN COMPRESSOR PACKAGE- Clause No 4.11.1	Modification	Please read the modified Clause as follows: " The offered gas engine shall be preferably from one of the regular production range of CATERPILLAR make only for mechanical drive applications. The gas engine shall be gas fired, 4- stroke and spark ignited type. The integral gas engine & compressor type design is not acceptable".	
10	Vol II of II	200153	PTS-GAS ENGINE DRIVEN COMPRESSOR PACKAGE- Clause No Annexure-IV- Recommended Vendor List	Addition	Vendor List for Solonoid Valve: M/s Rotex is added	

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- 3.1 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power and other utilities if any, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same. The Purchaser/ Owner shall may supply water, power and other utilities if available on chargeable basis.

**4.0 COMPLETION PERIOD (Foreign & Indian Bidders)****4.1 Supply Portion:**

Completion period from the date of issuance of Fax of intent shall be as per the following delivery schedule:

1. 2000 SCMH Gas Engine Driven Compressor along with instrumentation air compressor within 6 months from date of FOI.
2. 2400 SCMH Motor Driven Compressor along with instrumentation air compressor within 6 months from date of FOI.

Date of delivery of compressors at Purchaser's store at Hyderabad (India) shall be considered as completion date for supply portion.

**4.2 Installation Portion:**

The completion period for Installation, Testing, Commissioning, Field Performance testing and handing over of each compressor shall be one (01) month from the date of intimation of site readiness from BGL. Date of BGL letter will be considered as zero date. However, installation work for respective compressor shall be completed within maximum period of (3) three months from the date of delivery at Purchaser's store.

**5.0 GOVERNMENT OF INDIA NOT LIABLE**

- 5.1 It is expressly understood and agreed by and between the Contractor and the Purchaser/ Consultant that the Purchaser/ Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Purchaser/ Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Purchaser/ Consultant are not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim and cause of action or thing whatsoever arising of or under this agreement.

**6.0 COMPLIANCE WITH LAWS**

- 6.1 The Contractor shall abide by all prevailing Laws of India.

**7.0 LIMITATION OF LIABILITY**

- 7.1 The final payment by the Purchaser in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Purchaser/ Consultant.
- 7.2 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

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Signature  
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100050

REVISED SCHEDULE OF RATES : SUPPLY (FOREIGN BIDDERS)

FOR  
CNG COMPRESSOR PACKAGE

Project : CNG & CITY GAS DISTRIBUTION PROJECT IN HYDERABAD PHASE-II

Bid Document No. : P.002062 G 09 5005

Port of Shipment :

Name of the bidder :

Item Sr. No.	Brief Description	Unit	Qty in Nos.	Unit CIF Price -Indian port basis		Unit Custom Duty on CIF value at Col. 2		Unit lumpsum Charges towards stevedoring, port and custom clearances, inland transportation including taxes & duties, Levies, octroi/ entry tax, loading, unloading and handling charges from port upto Purchaser's store at Hyderabad.		Service Tax if applicable on Column (4) if services are rendered through Indian Agent in INR	Total unit charges inclusive of all upto Purchaser's store at Hyderabad (India). (2)+ (3) + (4)+(5)	Total charges inclusive of all upto Purchaser's store at Hyderabad. (1) X (6)
				Currency	Amount	Currency	Amount	Currency	Amount	Amount	Amount (Currency) + Amount(Currency)	Amount (Currency) + Amount(Currency)
				(1)	(2)	(3)	(4)	(5)	(6)	(7)		
1.0	<b>2000 SCMh Gas Engine Driven Compressor along with instrumentation air compressor</b>											
1.1	Design, Engineering, Manufacturing, Inspection, Testing, Supply & Transportation including transit insurance of CNG Compressor along with instrumentation air compressor of discharge pressure approx. 15 kg/cm2g, 1000 water litre capacity air receiver and air dryer along with all accessories and auxiliaries upto purchaser's store at Project Site including unloading of 1 no. 2000 SM3/hr capacity "GAS ENGINE DRIVEN RECIPROCATING GAS COMPRESSOR PACKAGE" at suction pressure of 44.5 Kg/Cm2g (Range 35 to 46 Kg/Cm2g) with discharge pressure of 255Kg /Cm2g as detailed in the bid document along with Erection & Commissioning Spares.	No	1									
	<b>Total of Item 1</b>											
2.0	<b>2400 SCMh Motor Driven Compressor along with instrumentation air compressor</b>											
2.1	Design, Engineering, Manufacturing, Inspection, Testing, Supply & Transportation including transit insurance of CNG Compressor along with instrumentation air compressor of discharge pressure approx. 7 kg/cm2g, 500 water litre capacity air receiver and air dryer along with all accessories and auxiliaries upto purchaser's store at Project Site including unloading of 2400 Sm3/hr capacity at suction pr of 44.5 kg/cm2g (range 35 to 46 kg/cm2g) with discharge pr. 255 kg/cm2g) "ELECTRIC MOTOR DRIVEN RECIPROCATING GAS COMPRESSOR PACKAGE" as detailed in the bid document along with Erection & Commissioning Spares	No	1									
	<b>Total of Item 2</b>											
<b>Notes:</b>												
1	Scope of Work and other terms and conditions are strictly as per bid document.											
2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each serial number in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidder to submit Priced part of above Schedule of Rates in their Priced Bid											
3	Bidder must quote the price in Schedule of Rates formats only. Bid submitted with changed format/ description is liable to be rejected.											
4	All the Columns of quoted items in the Schedule of Rates including currency must be filled with required information, as applicable.											
5	Quoted rates are firm and fixed till complete execution of the entire order.											
6	In case of discrepancy between unit price and the total price, the unit price shall prevail. If there is a discrepancy between the total amount and the sum of total price, the sum of total price shall prevail.											
7	Purchaser reserves the right to decrease/ increase the Scope of Work as per provision of Bid document before & after award of contract.											
8	Payment to Bidder shall be made after deducting the Indian agent commission which shall be paid to Indian agent in Indian Currency.											
9	Custom duty will be paid by bidder and reimbursed by BGL against submission of documentary evidence. All other work related to custom clearance including port handling, transportation upto site etc shall be in the scope of the bidder.											
10	Bidder to indicate Indian port as .....											
11	Bidder must quote for complete scope of work as detailed in bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected.											
(Name of Authorised Signatory and Bidder's Stamp)												

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**REVISED SCHEDULE OF RATES : SERVICE PORTION (For Foreign Bidders)  
FOR  
CNG COMPRESSOR PACKAGE**

**Project : CNG & CITY GAS DISTRIBUTION PROJECT IN HYDERABAD PHASE-II**  
**Bid Document No. : P.002062 G 09 5005**  
**Name of the bidder :**

Item Sr. No.	Brief Description	Unit	Currency	Qty	Unit Price including all incidental expenses but excluding service tax Amount	% age of Service tax applicable extra on col. 2	Service Tax if applicable on Column (2) if services are rendered through Indian Agent Amount in INR	Unit Price including all incidental expenses and service tax (2)+(4) Amount	Total Price including all incidental expenses and service tax (5 x 1) Amount
				(1)	(2)	(3)	(4)	(5)	(6)
<b>1.0 2000 SCMH Gas Engine Driven Compressor along with instrumentation air compressor</b>									
1.1	Taking delivery from BGL store, Transportation of material to site, Insurance, Installation, Commissioning, Field Performance Test including training to BGL & Handing over of 2000 SCMH Capacity, Gas Engine Driven CNG Compressor along with instrumentation air compressor as detailed in Bid document.	No		1					
1.2	Lumpsum charges for comprehensive Annual operation & Maintenance services (on 24 hour basis) during Warranty period of one year after successful commissioning including manpower, oil, lubricant, consumables and spares as detailed in bid document. Warranty period will start after successful commissioning of compressor package.	No		1					
1.3	Lumpsum charges for comprehensive Annual operation & Maintenance services (on 24 hour basis) for two years (i.e., 1 no. x 2 years = 2 AMC years) after completion of Warranty period including manpower, oil, lubricant, consumables and spares as detailed in bid document	AMC years		2					
<b>Total of Item 1</b>									
<b>2.0 2400 SCMH Motor Driven Compressor along with instrumentation air compressor</b>									
2.1	Taking delivery from BGL store, Transportation of material to site, Insurance, Installation, Commissioning including Field Performance Test including training to BGL & Handing over of 2400 SCMH Capacity, Electric Motor Driven CNG Compressor along with instrumentation air compressor as detailed in Bid document.	No		1					
2.2	Lumpsum charges for comprehensive Annual operation & Maintenance services (on 24 hour basis) during Warranty period of one year after successful commissioning including manpower, oil, lubricant, consumables and spares as detailed in bid document. Warranty period will start after successful commissioning of compressor package.	No		1					
2.3	Lumpsum charges for comprehensive Annual operation & Maintenance services (on 24 hour basis) for two years (i.e., 1 no. x 2 years = 2 AMC years) after completion of Warranty period of one year including manpower, oil, lubricant, consumables and spares as detailed in bid document	AMC years		2					
<b>Total of Item 2</b>									
<b>Grand Total of Service Portion</b>									
<b>Notes:</b>									
1	Scope of Work and other terms and conditions are strictly as per bid document.								
2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each serial number in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidder to submit Priced part of above Schedule of Rates in their Priced Bid								
3	Bidder must quote the price in Schedule of Rates formats only. Bid submitted with changed format/ description is liable to be rejected.								
4	All the Columns of quoted items in the Schedule of Rates must be filled with required information, as applicable.								
5	Quoted rates are firm and fixed till complete execution of the entire order.								
6	In case of discrepancy between unit price and the total price, the unit price shall prevail. If there is a discrepancy between the total amount and the sum of total price, the sum of total price shall prevail.								
7	Purchaser reserves the right to decrease/ increase the Scope of Work as per provision of Bid document before & after award of contract.								
8	Bidder must quote for complete scope of work as detailed in bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected.								
9	Bidder to quote full SOR in Foreign Currency or in Indian Currency. In case Bidder is quoting in foreign currency, they need not quote Service Tax but for evaluation purpose prevailing Service Tax will be loaded in the bid offer. In case they are quoting in Indian Currency they will have to quote Service Tax and will be responsible for depositing the same to Indian Government Authority.								
(Name of Authorised Signatory and Bidder's Stamp)									

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